

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

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**REGULAR MEETING - TUESDAY, MAY 14, 2013 - 10:00 A.M.**

- 1 **Call to Order - Pledge of Allegiance – Invocation**
- 2 **REGULAR AGENDA ITEMS:**
  - A Information/Discussion/Action to approve Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to perform a Classification and Compensation Study for all Elected Officials' Offices and Appointed Department Heads' Departments. **(Don McDaniel)**
- 3 **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
  - A Approval to appoint the following precinct committeemen as submitted by the Gila County Republican Committee: Claypool #2 Precinct - Anne Kelly Stubbs, Payson #8 Precinct - Margaret Louise Vaughn and Gisela - Ted T. Tatum Jr.
  - B Approval to appoint Albert Hunt to the Gila County Cooperative Extension Advisory Board to fulfill Jim Oestmann's unexpired term of office from May 7, 2013, to December 31, 2013.
  - C Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 8, 2013, to April 12, 2013; and April 15, 2013, to April 19, 2013.
  - D Approval of finance reports/demands/transfers for the week of May 14, 2013.
- 4 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

- 5      At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

**ARF-1816**

**Regular Agenda Item 2- A**

**Regular BOS Meeting**

**Meeting Date:** 05/14/2013

Submitted For: Don McDaniel  
Jr., County  
Manager

Submitted By: Don McDaniel Jr., County Manager,  
County Manager

Department: County Manager

Fiscal Year: 2012/2013

Budgeted?: Yes

Contract Dates May 15, 2013

Grant?: No

Begin & End: to January 31,  
2014

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Classification & Compensation Study Consultant Selection

Background Information

At the January 22, 2013, Regular Meeting the Board of Supervisors approved a Request for Proposals (RFP) for a consultant to perform an employee classification and compensation study and authorized staff to disseminate the RFP.

The Consultant Selection Committee (CSC) received six (6) proposals as a result of the RFP. The CSC met on March 27th to review the proposals and selected a short list of three (3) proposals to invite to Gila County for interviews. On April 10th and 12th the CSC interviewed Ulibarri-Mason Global HR, LP, Waters Consultant Group and Fox Lawson and Associates.

The CSC presented their findings and recommendation to the County-wide Leadership Group at a special meeting on April 25, 2013, and indicated they would be presenting their recommendation to the Board of Supervisors at the May 14, 2013, Regular Board Meeting.

Evaluation

The unanimous consensus of the CSC was to recommend Ulibarri-Mason Global HR to perform the Class & Comp Study for Gila County. Their proposal and interview was extremely well done and included the demonstration of some of their techniques and models using already collected Gila County base data. They took the time to be prepared and were responsive to the critical elements of involving all employees in the process and to the issue of finding accurate job comparators. The CSC was pleased that Ulibarri-Mason was willing to work with Gila County in developing each phase of the study, while at the same time using their proven statistical analysis methods to produce agreed upon results.

Conclusion

The CSC is confident that Ulibarri-Mason will perform a thorough review and provide excellent recommendations to improve our Class & Comp Plan. It is expected that the study will be completed by December 31, 2013, and for the submitted not to exceed contract amount of \$89,000, but the contract does contain a provision for additional services for an additional fee, subject to prior written approval by the Board of Supervisors.

#### Recommendation

The Classification and Compensation Consultant Selection Committee recommends that the Board of Supervisors approve the attached contract with Ulibarri-Mason Global HR, LP to perform a Classification and Compensation Study in accordance with scope of work outlined in their proposal.

#### Suggested Motion

Information/Discussion/Action to approve Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to perform a Classification and Compensation Study for all Elected Officials' Offices and Appointed Department Heads' Departments. **(Don McDaniel)**

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#### Attachments

Contract 042913 Ulibarri-Mason Global HR, LP



**PROFESSIONAL SERVICES CONTRACT 042913**

**BETWEEN**

**GILA COUNTY**

**AND**

**ULIBARRI-MASON GLOBAL HR, LP**

THIS AGREEMENT is made and entered into this 14 Day of May, 2013  
by and between the Gila County, AZ, hereinafter referred to as "GILA COUNTY" and Ulibarri-Mason Global HR, LP (UM Global HR). Hereinafter referred to as "CONTRACTOR".

**RECITALS:**

**Whereas**, GILA COUNTY is seeking consultant services for a classification and compensation study of employee salaries, that is consistent and fair in internal equity and external parity, is easy to administer over time, and that will enhance GILA COUNTY'S ability to attract, motivate, and retain quality employees to efficiently and cost-effectively deliver services and programs to the citizens of Gila County: and

**Whereas**, GILA COUNTY desires to retain a firm to provide a plan that: ensures positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills and abilities are classified together; recognizes the differences and similarities in positions irrespective of the branch of government or whether it is an elected official's office or an appointed department head's department; provides salaries commensurate with assigned duties; outlines promotional opportunities and provides recognizable compensation growth; provides justifiable pay differential between individual classes; recognizes differing work schedules and service needs; and continues to be current with changes in the consumer price index and relevant labor markets; and

**Whereas**, GILA COUNTY issued a Request for Proposals (RFP 012313) in order to obtain services; and

**Whereas**, CONTRACTOR submitted the successful proposal; and

**Whereas**, the initial term of the contract will be for a period of one year following award. GILA COUNTY has approved a contract amount for a period of 32 weeks (approximately 7 months) of \$89,000 for services to be performed as outlined in the above scope of work and attachments, and any additional fee for "service work" as may be decided by GILA COUNTY for the remainder of the one (1) year term and beyond, at the discretion of GILA COUNTY, and noted below in Section 2 "Additional Services"; and

**Whereas**, this is a 1-year award, and GILA COUNTY maintains the right to amend contract conditions and requirements of the arrangement to reflect the most current strategic positions and/or directions, the anticipated award of this contract is May 14, 2013 with work to begin as soon as a contract is executed and contract deliverables due by December 19, 2013 or as amended by GILA COUNTY..

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by the GILA COUNTY, the parties agree to the following:

**1. SCOPE OF WORK:**

The CONTRACTOR shall develop a classification and compensation plan, per Attachments A, B, C and D, that is fair, equitable, and competitive with both public and private employers in the surrounding geographic market area from which the County recruits, and is supportive of the County's desire to be competitive with area markets in order to attract, motivate, and retain quality employees. The criteria used to determine competitiveness may vary depending upon the specific position.

**A. Study Methodology**

- 1) Create for County review and approval an employee interview instrument (EII) which may include a position description questionnaire (PDQ) to assist in the updating of existing job descriptions.
- 2) Develop for County review and approval a list of comparable private and public employers to be used in the salary survey.
- 3) Perform a salary survey including base pay, benefits, and any variable pay utilizing the approved list of comparable employers.
- 4) Evaluate current pay grades considering issues such as: number of pay grades; proposed additions, deletions, and/or consolidations; broad-banding if deemed appropriate; and, appropriate spread between minimum and maximum of pay grades.
- 5) Implement CONTRACTOR's proposed process for communications with managers, supervisors, and employees during each step of the study. Include meetings with, and presentations to, employees and County elected officials, department directors and Human Resources departmental staff. Include your recommended procedure for employees who may want to make inquiries into your recommendations.
- 6) Implement CONTRACTOR's proposed on-site interactions with County employees during the

data collection and review phase of the study; explain how you will involve all employees in the job analysis phase of the project in one manner or another, i.e. small groups, large groups, or one on one.

- 7) Conduct at a minimum (as stated in CONTRACTOR's proposal", the number and type of presentations of the Classification and Compensation Plan or portions thereof, to the Countywide Leadership Group and/or the Gila County Board of Supervisors.

#### **B. STATEMENT OF WORK (Deliverables)**

- 1) Develop a classification plan that facilitates ongoing compensation analysis and reporting based on similarly-situated employees, similar skills, qualifications, responsibilities, certification, licenses or degrees and pay, using job family groupings and EEO job categories that compare with EEOC guidelines for government employers.
- 2) Recommend appropriate classification and pay grade assignments for all positions based upon internal county-wide equity and external parity.
- 3) Recommend a position titling structure (including supervisory/management) which defines consistent levels of responsibility across the organization.
- 4) Recommend criteria and propose a process for the assignment of exempt and non-exempt status in accordance with the Fair Labor Standards Act (FLSA).
- 5) Recommend an appropriate number of job descriptions and assist Gila County in updating and re-writing all job descriptions. Include wording/language consistent with Americans with Disabilities Act (ADA) requirements.
- 6) Propose a policy and procedure to address employees whose base pay exceeds the maximum of their pay range, if necessary.
- 7) Recommend alternative methods of implementing the new classification and compensation plan including placing all employees within the new plan. Provide the advantages, disadvantages, and the cost of each alternative.
- 8) Recommend classification and pay administration practices to include consideration of pay for performance and skill-based pay which may be suitable for specific classifications that support our recruitment and retention efforts.
- 9) Recommend pay administration policies including but not limited to: movement through grades, adjustments within pay grades, adjustments for additional duties (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc.
- 10) Provide a manual (electronic) of instructions and training materials; provide actual training to Human Resources staff to administer the proposed classification and compensation system; if

necessary, indicate technology required and the availability of software for that purpose.

- 11) Provide a process for on-going plan administration after implementation, which will maintain the integrity of the plan. Include recommendations on annual pay grade market or cost of living adjustments.

## **2. ADDITIONAL SERVICES:**

GILA COUNTY may desire services to be performed which are relevant to this Contract but have not been included in the scope of the services listed above, and CONTRACTOR agrees to perform said services upon the written request of the Gila County. If additional costs, outside of that provided in the scope of work are deemed necessary, such costs will be estimated by CONTRACTOR and negotiated with CONTRACTOR and GILA COUNTY. Such additional services shall be confirmed and approved in writing by GILA COUNTY, prior to CONTRACTOR performing said services. These additional services could include, but are not limited to, any of the following:

- A. Work requested by GILA COUNTY in connection with any other matter or any item of work or any item of work not specified herein;
- B. Work resulting from substantial changes ordered by GILA COUNTY in the nature or extent of the project, and,
- C. Any other work related to and resulting as a consequence of on-going results that were unforeseen and cannot be accomplished within the budget. Any additional fees have to be approved by GILA COUNTY in advance, and at no time will additional billing be allowed without written approval by GILA COUNTY.

## **3. GILA COUNTY FURNISHED SERVICES:**

GILA COUNTY agrees to:

- A. Guarantee access to and make provisions for the CONTRACTOR and CONTRACTOR's employees assigned to this project, to enter upon COUNTY property public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review in a timely manner and as determined and approved by GILA COUNTY.
- C. Assign a project sponsor and/or a project manager and/or a project team to work with the CONTRACTOR and CONTRACTOR's employees for the purpose of successfully completing the project.

**4. FEES:**

The fees for furnishing services under this Contract shall be based on the fee schedule as submitted and approved by GILA COUNTY. Said fees and any additional "Service Fees" shall remain in effect for the entire term of the contract.

**5. MAXIMUM COST TO THE COUNTY:**

The cost to GILA COUNTY for the services to be provided under this agreement is \$89,000 for the first 32 weeks, including direct non-salary expenses, with the understanding that exceptions can be made at the discretion of GILA COUNTY and according to the terms stated in Section 2, Additional Services.

**6. PAYMENT:**

Payment will be made after receipt of services that coincide with the general project timeline and within 30 calendar days of receipt of an approved invoice. Invoice shall be sent to: Accounts Payable, Gila County, AZ, 1400 E Ash Street, Globe, Arizona 85501 by the CONTRACTOR on a net 30-day basis unless discount terms are offered. Invoices will include the purchase order number, date of service, a list of and description of services completed.

The invoices for services under this Contract shall be issued on a monthly fee basis for work performed during the period.

With respect to any additional services provided under this Contract as specified in Section 2: Additional Services hereof, CONTRACTOR shall not be paid unless CONTRACTOR has received written authorization from the GILA COUNTY for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rate set forth and agreed on by GILA COUNTY and CONTRACTOR.

**7. CONTRACT PERFORMANCE TIME:**

This contract will be in effect for one (1) year from the date of its execution and may be extended at the discretion of GILA COUNTY. All the work required by this contract shall be completed and ready for acceptance by GILA COUNTY according to the project plan, Attachment B, and as negotiated and approved in writing by GILA COUNTY. This Agreement shall commence on this day 14 of May 2013.

**8. WORKER'S COMPENSATION AND OTHER REQUIRED INSURANCE:**

The CONTRACTOR will furnish a certificate and proof of liability and other insurance as may be required by the GILA COUNTY and upon its requests.

**9. NONDISCRIMINATORY EMPLOYMENT:**

In connection with the execution of this Contract, the CONTRACTOR shall fully comply with GILA COUNTY'S non-discrimination policy cited below.

"Gila County is an Equal Opportunity Employer committed to applying the principles of State and Federal anti-discrimination laws to give equal opportunity for all persons employed or seeking employment without regard to race, color, religion, sex, age, national origin or disability, except in the case of a bona-fide occupational qualification. The County also maintains a work place free of harassment and intimidation."

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**10. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the CONTRACTOR and GILA COUNTY and may not be transferred or assigned without the express prior written consent of GILA COUNTY.

**11. LICENSING AND PERMITS:**

The CONTRACTOR and its affiliate partner shall maintain all appropriate licenses throughout the life of this Contract and if additional services become necessary, CONTRACTOR shall produce evidence of expiration extension of any and all appropriate licenses. CONTRACTOR shall also obtain any and all permits, which might be required by the work to be performed herein.

**12. RECORDS AND SECURITY OF DATA:**

Under all the applicable Federal and State Law, including but not limited to Freedom of Information Act, and Privacy Act of 1974, the CONTRACTOR will:

- A. Submit all reports and invoices specified in the Agreement.
- B. Preserve and make available all records for a period of 5 years from the date of final payment

under this Agreement and for such period as is required by any other paragraph of the Agreement.

- C. Secure Data - All GILA COUNTY departmental and employee data or any type of data pertaining to employee records that the CONTRACTOR may become privileged to obtain will be stored in a secure and encrypted server using security measures including but not limited to login names and password for access controls, firewalls, SSL and TLS Certificates for data transmissions through a Secured FTP site with 256 Bit encryption and authentication. Additionally, all data records will contain numeric identification for analysis purposes with no other personal identification, social security numbers or other private identification characteristics.
- D. Refrain from disclosing any information to general public without the written consent of GILA COUNTY.
- E. Refrain from disclosing any information containing personally identifiable data to the general public.

### **13. INDEMNIFICATION:**

The CONTRACTOR agrees to indemnify, defend, and hold GILA COUNTY harmless from any and all liabilities, which it may incur as a consequence of this contract and for any and all claims and losses to anyone who may be injured or damaged by reason of CONTRACTOR's willful misconduct or negligent performance of this contract. GILA COUNTY does not waive any of its immunities from lawsuit or damages, or both, as provided by the Arizona Torts Claims Laws, as a public institution, whether granted by common law or statute and nothing contained in the agreement or any action required of the GILA COUNTY by the agreement shall be interpreted to be such a waiver.

### **14. COMPLIANCE WITH APPLICABLE LAWS AND GILA COUNTY POLICIES:**

The CONTRACTOR shall comply with any and all federal, state, and local laws, and GILA COUNTY policies affecting the services covered by this contract, including Attachment D.

### **15. NOTICES:**

This Contract shall be managed and administered on GILA COUNTY's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to the parties at the following location:

Department: GILA COUNTY HUMAN RESOURCES

Attention: Linda Eastlick

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With a copy to:

Attention: accountspayable@co.gila.az.us

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CONTRACTOR Notices shall be given to Contractor at the following address

Attention: Dr. Daniel Ulibarri

3010 LBJ Freeway, Suite 1200

Dallas, TX 75234

Off: (972) 919 – 6183    24/7 VOIP: (214) 452 – 8993

**16. TITLE:**

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to or from the CONTRACTOR, shall be the property of GILA COUNTY. The CONTRACTOR may retain reproducible copies of drawings and copies of other working documents. In the event of the termination of this Contract, for any reason what so ever, CONTRACTOR shall promptly turn over all information, writing and documents to GILA COUNTY without exception or reservation as may be requested by GILA COUNTY.

**17. TERMINATION:**

1. GILA County may terminate this Agreement with thirty (30) days written notice. The County will pay for any services provided by the CONTRACTOR up until that time.
2. The CONTRACTOR may terminate this Agreement within thirty (30) days written notice for reason of non-payment of invoices that became 90 days or more in arrears. Sufficient reminders shall be provided prior to termination notice.
3. The CONTRACTOR and GILA COUNTY shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes, or other forces over which the CONTRACTOR or GILA COUNTY have no control.



4. In the event of termination that is not caused by the fault of the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

**18. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the CONTRACTOR, and the agents and employees thereof, shall act in an independent capacity and as an independent CONTRACTOR and not as officers, employees or agents of GILA COUNTY. CONTRACTOR agrees and covenants to comply with policies and restrictions as may be required by GILA COUNTY.

**19. AMENDMENT:**

Since this is a one-year plan, GILA COUNTY maintains the right to amend contract conditions and requirements of the project to reflect the most current strategic position and/or direction. This Contract may be amended or modified only by written agreement of the parties and with due consideration of costs impact.

**20. JURISDICTION AND VENUE:**

This contract shall be construed in accordance with the laws of the State of Arizona and the parties hereto agree that venue shall be in GILA COUNTY, Arizona.

**21. TRAVEL EXPENSES**

Ordinary travel associated with the planned scope of work, is not reimbursable and will be incurred by the CONTRACTOR as an overhead expense. An exception will be that any requested travel associated with Section 2 Additional Services requested by GILA COUNTY shall be included as either reimbursable or built into a negotiated cost for such additional services. All such travel costs will meet and adhere to the requirements of GILA COUNTY travel policies.

**22. AGREEMENT**

The Agreement between the Parties consists of this Agreement, Attachment A, GILA COUNTY RFP #012313, Attachment B (RFP 012313), Attachment C (Project Timeline/Plan) and Attachment D Gila County Contractor Standard Terms and Conditions Addendum, (as they relate to the terms and conditions of this contract.

This Agreement supersedes all prior agreements, written or oral, between CONTRACTOR and

GILA COUNTY and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by GILA COUNTY and CONTRACTOR.

In the event of conflict, the CONTRACTOR and GILA COUNTY agree to adhere to GILA COUNTY's Policy Requirements. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

### 23. SEVERABILITY

If any part of this Agreement shall be held unenforceable, the rest of the Agreement will never the less remain in full force and effect.

#### Attachments:

Attachment A: RFP #012313

Attachment B: Ulibarri-Mason Global HR, LP "Proposal" in response to RFP 012313

Attachment C: Project Plan/Timeline, Pages P2 and P3 of "Proposal"

Attachment D: Gila County Contractor Standard Terms and Conditions Addendum

Other: Any GILA COUNTY contract policies and requirements for Professional Services  
Contracts as required

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates hereinbefore indicated.

ULIBARRI-MASON GLOBAL HR LP	GILA COUNTY
By <i>Daniel Ulibarri</i>	By
Dr. Daniel Ulibarri	Michael A. Pastor
President, Ulibarri-Mason Global HR LP	Chairman of the Board of Supervisors
	ATTEST:
	Marian Sheppard, Chief Deputy Clerk Approved as to form:
	Bryan Chambers, Deputy Attorney Principal

## **ATTACHMENT "D"**

### **Gila County Contractor Standard Terms and Conditions Addendum**

#### **A. Addendum Applicability**

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

#### **B. Contract Defined**

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

#### **C. Contractor Defined**

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

#### D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

#### E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

#### F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In

consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

L. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Daniel M. Ulibarri, Ph.D./SPHR  
President

**ARF-1825**

**Consent Agenda Item 3- A**

**Regular BOS Meeting**

**Meeting Date:** 05/14/2013

Submitted For: David Rogers,      Submitted By: Liz Mata, Administrative Clerk,  
Elections                                      Elections Department  
Specialist

Department: Elections Department

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Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Committee

Background Information

A.R.S. §16-821 (B) provides, if a vacancy exists in the office of precinct committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Three new individuals have been submitted by the Gila County Republican Committee Chair for the appointment to the office of precinct committeemen. Per statute, the Board of Supervisors has the authority to make this appointment.

Conclusion

The Republican Party has submitted Margaret Louise Vaughn, Anne Kelly Stubbs and Ted T. Tatum Jr., for appointment by the Board of Supervisors.

Recommendation

The Director of Elections recommends that the Board of Supervisors approve the appointment as submitted by the Gila County Republican Committee.

Suggested Motion

Approval to appoint the following precinct committeemen as submitted by the Gila County Republican Committee: Claypool #2 Precinct - Anne Kelly Stubbs, Payson #8 Precinct - Margaret Louise Vaughn and Gisela - Ted T. Tatum Jr.

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Attachments

Vaughn Stubbs Tatum appt. sheets

**GILA COUNTY REPUBLICAN COMMITTEE  
PRECINCT COMMITTEE APPOINTMENT**

TO: Don Ascoli  
HC 7, Box 305H  
Payson, AZ 85541

FILED  
GILA COUNTY ELECTIONS  
2013 APR 24 PM 2:53

Please be advised that at a duly constituted meeting of Gila County held on \_\_\_\_\_ Date

Margaret Louise Vaughn a duly qualified Republican elector residing  
LIST NAME/AS YOU ARE REGISTERED

At: 136 W Mary Patricia Dr. Payson AZ. 85541  
Address City State Zip

Home Phone 928-422-7128 Work Phone \_\_\_\_\_ Cell Phone 928-970-0891  
Fax \_\_\_\_\_ Email \_\_\_\_\_

Was elected a Precinct Committee Person in Gila County, PRECINCT \_\_\_\_\_  
CODE Number \_\_\_\_\_ to fill a vacancy in the same Precinct because of:

\_\_\_\_\_ A legal vacancy has not been filled.

\_\_\_\_\_ Resignation of \_\_\_\_\_

\_\_\_\_\_ Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED, \_\_\_\_\_

Party Chair

**Acceptance of Appointment**

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona  
Republican Party and help promote the Republican message in Arizona.

**Gila County Republican Committee**

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Margaret L Vaughn Date \_\_\_\_\_

*Payson #4*



# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

FILED  
GILA COUNTY ELECTIONS

2013 APR 24 PM 2:53

It is requested that the Gila County Board of Supervisors appoint

Anne Kelly Stubbs, (Name on Voter Registration)

a duly qualified Republican elector residing at

5332 E Golden Hill Rd, Globe, Az 85501  
Address City State Zip

Home Phone

Work Phone

Cell Phone

0

Kellyrascal2@msn.com  
Email

Fax

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of Clayport #2 CODE Number \_\_\_\_\_

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation of \_\_\_\_\_

☐ Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

Amela Berruol  
Party Chairman

\_\_\_\_\_  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the Gila County Republican Committee.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Anne Kelly Stubbs Date: 1/19/13

Voter Identification Number: \_\_\_\_\_

**GILA COUNTY REPUBLICAN COMMITTEE  
PRECINCT COMMITTEE APPOINTMENT**

TO: Don Ascoli  
HC 7, Box 305H  
Payson, AZ 85541

FILED  
GILA COUNTY ELECTIONS  
2013 APR 24 PM 2:53

Please be advised that at a duly constituted meeting of Gila County held on \_\_\_\_\_ Date

Ted T Tatum Jr. a duly qualified Republican elector residing  
LIST NAME AS YOU ARE REGISTERED

At: 2999 Tatum Tr Payson AZ 85541  
Address City State Zip  
928-951-3319 928-970-2829  
Home Phone Work Phone Cell Phone  
Fax Email Ttatum60@gmail.com

Was elected a Precinct Committee Person in Gila County, PRECINCT \_\_\_\_\_  
CODE Number \_\_\_\_\_ to fill a vacancy in the same Precinct because of:

☒ A legal vacancy has not been filled.

Resignation of \_\_\_\_\_

Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED, [Signature] Party Chair

**Acceptance of Appointment**

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

**Gila County Republican Committee**

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Ted Tatum Jr. Date 11/30/12

[Signature]

**ARF-1835**

**Consent Agenda Item 3- B**

**Regular BOS Meeting**

**Meeting Date:** 05/14/2013

Submitted For: Marian  
Sheppard,  
Clerk, BOS

Submitted By: Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Gila County Cooperative Extension Advisory Board Member Appointment

Background Information

Per A.R.S. §3-124, states, "The board of supervisors of each county shall appoint seven persons, who are residents of the county, to a county agricultural extension board, four of whom have as their principal business the production of agricultural commodities, and the other three of whom shall be representative of organizations or persons who utilize the county agricultural extension services."

Evaluation

On May 30, 2012, the Advisory Board took an action to remove Jim Oestamnn from said Board due to non-attendance, so at present there is a vacancy on the Board. A person needs to be appointed to the Board to fulfill the unexpired term of Mr. Oestmann which expires December 31, 2013. A letter dated April 1, 2014, was submitted by Clark Richins, Gila County Cooperative Extension Advisory Board Member, to the Board of Supervisors with a request to appoint Albert Hunt to fulfill Mr. Oestmann unexpired term of office through December 31, 2013.

Conclusion

The Board of Supervisors needs to approve appointments to the Gila County Cooperative Extension Advisory Board; therefore, this appointment needs to be presented to the Board of Supervisors for approval.

Recommendation

It is recommended that the Board of Supervisors appoint Albert Hunt to the Gila County Cooperative Extension Advisory Board to fulfill Jim Oestmann's unexpired term of office which expires on December 31, 2013.

Suggested Motion

Approval to appoint Albert Hunt to the Gila County Cooperative Extension Advisory Board to fulfill Jim Oestmann's unexpired term of office from May 7, 2013, to December 31, 2013.

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**ARF-1828**

**Consent Agenda Item 3- C**

**Regular BOS Meeting**

**Meeting Date:** 05/14/2013

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 04-12-13 and 04-19-13.

**Submitted For:** Linda Eastlick **Submitted By:** Dana Sgroi, Contracts Support Specialist, Finance Department

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 04-12-13 and 04-19-13.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 8, 2013, to April 12, 2013; and April 15, 2013, to April 19, 2013.

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**Attachments**

County Manager Approved Contracts Under \$50,000 for Weeks Ending 4-12-13 and 4-19-13

McSpadden Ford Informal Bid

Service Agreement No. 032813 with Mundy Company Plumbing, Inc.

Service Agreement No. 032613-1 with Aztec Alarms, Inc.

Service Agreement No. 040813-2 with Rodriguez Constructions, Inc.

Service Agreement No. 041513 with Earthquest Plumbing

Amendment No. 1 with Michael Durham M.D.

Service Agreement No 040313 with Mary McMullen

Service Agreement No. 040813 with Mountain Retreat Builders

Service Agreement No. 040813-1 with Mountain Retreat Builders

Amendment 1 with MSR West, Inc.

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000****April 08, 2013, to April 12, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
0325IBR013 McSpadden Ford	0325IBR013 McSpadden Ford Informal Bid	\$24,176.44	10 to 12 weeks delivery time	04-08-13	Expires	Informal Bid Request 0325IBR013, for a new Pick Up Truck for the Roads Dept., was issued on 03-25-13. Only one vendor responded, McSpadden Ford.
032813 Mundy Company Plumbing	Service Agreement No. 032813 with Mundy Company Plumbing	\$3,500.00	04-09-13 to 04-08-14	04-09-13	Option to renew for two additional two year periods	The Utility Repair and Replacement Program (URRD) was established to provide assistance to low income individuals in crisis situations, to make need repairs and/or replacements to existing utility related appliances or systems. This contract will ensure that Gila County has a contractor in place to react quickly to our client's emergency needs.
032613-1 Aztec Alarms, Inc.	Service Agreement No. 032613-1 with Aztec Alarms, Inc.	Not to Exceed \$3,000.00	04-09-13 to 04-08-14	04-09-13	Option to renew for two additional two year periods	The Contractor will provide testing, inspecting and monitoring of various alarm systems in Northern Gila County, including burglar alarms, fire sprinkler monitoring systems, etc.
040813-2 Rodriguez Constructions, Inc.	Service Agreement No. 040813-2 with Rodriguez Constructions, Inc.	\$30,374.02	04-09-13 to 06-30-13	04-09-13	Expires	The purpose of the major rehab project is to improve quality of life, reduce utility costs and improve the health and safety for 308-11-08's residence.



**April 15, 2013, to April 19, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
041513 Earthquest Plumbing, Inc.	Service Agreement No 041513 with Earthquest Plumbing, Inc.	\$1,234.00	04-17-13 to 06-16- 13	04-17-13	Expires	The Contractor will design and install two gas lines to run radiant heater in the Pole Barn for winter.
072612 Dr. Michael Durham	Amendment No. 1 to Medical Examiner Services Professional Services Contract No. 072612	\$5,000.00	07-01-13 to 06-30- 14	04-17-13	Option to renew for two additional one year periods	Dr. Durham will provide Medical Examiner services to Gila County pursuant to Arizona Revised Statutes.
040313 Mary McMullen-Dietician	Service Agreement No. 040313 with Mary McMullen	Not to exceed \$23,500.00	04-01-13 to 09-30- 13	04-17-13	Expires	As a requirement of the Women, Infant and Children Grant, Gila County is required to provide high risk counseling to WIC participants from a Registered Dietician.
040813 Mountain Retreat Builders	Service Agreement No 040813 with Mountain Retreat Builders	\$4,219.60	04-17-13 to 06-16- 13	04-17-13	Expires	Contractor will install insulation to meet code of R-38, currently R-0; creating attic access and installation of insulation. Lc/Nc measures installed as needed, i.e. CFL light bulbs, weather stripping, furnace filters, etc...; Reduce duct leakage by 400 cfm, currently 1749 cfm.
040813-1 Mountain Retreat Builders	Service Agreement No 040813-1 with Mountain Retreat Builders	\$11,524.44	04-17-13 to 06-16- 13	04-17-13	Expires	Contractor will install insulation in attic to meet code. Replace furnace and evap cooler with a 2.5 ton gas pack on the roof. Reduce infiltration by 50%, reduce duct leakage by 90%.
041712 MSR West, Inc.	Amendment No. 1 to Service Agreement No 041712 with MSR West, Inc.	Not to exceed \$1,000.00	05-02-13 to 05-01- 14	04-03-13	Option to renew for two additional two year periods	The Utility Repair and Replacement Program (URRD) was established to provide assistance to low income individuals in crisis situations, to make need repairs and/or replacements to existing utility related appliances or systems. This contract will ensure that Gila County has a contractor in place to react quickly to our client's emergency needs.

## GILA COUNTY



Tommie C. Martin, District I Supervisor  
Michael A. Pastor, District II Supervisor  
John Marcanti, District III Supervisor

Don E. McDaniel, Jr., County Manager

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### INFORMAL BID REQUEST NO. 0325IBR013

#### **NEW ¾ Ton, Full Size, Regular Cab, 4x4 with 8 foot long, Wide Bed, Pick-up Truck**

It is the intent of Gila County to purchase "one (1) New ¾ Ton, Full Size, Regular Cab, 4x4 with 8 foot long, Wide Bed, Pick-up Truck" as specified for the Roads Department.

Minimum Specifications are located on page 2 - Cost Summary Sheet. Spec Sheet must accompany Proposal.

Sealed competitive informal bid requests for the material or services as specified will be received by Gila County until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Finance Departments Guerrero Conference Room or other site which may be designated. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

**BID SUBMITTAL DUE DATE: 2:00 PM/MST (AZ Local Time), Monday, April 08, 2013**

Please submit the Bid Cost Summary and the Proposal Signature Page in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**NEW 3/4 Ton, Full Size, Regular Cab, 4x4 with 8 foot long, Wide Bed, Pick-up Truck**", Bid No. "**0325IBR013**", date "**April 08, 2013**", and time "**2:00 PM/MST**", shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

**DELIVERY ADDRESS:**

GILA COUNTY FINANCE DEPARTMENT  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

Proposals shall be considered irregular for the following reasons: 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous. 2. If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to Mr. John Root, Auto Equipment Fleet Supervisor, Ph #928-402-8524.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

# INFORMAL BID REQUEST #0325IBR013

NEW ¾ Ton, Full Size, Regular Cab, 4x4 with 8 foot long, Wide Bed, Pick-up Truck

## COST SUMMARY

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: McSpadden Ford Inc Phone No.: 1-928-425-3157  
 Vehicle Year, Make, & Model: 2013 Ford F250 Reg Cab 4x4 8ft Box

MINIMUM SPECIFICATIONS NEW ¾ Ton, Full Size, Regular Cab, 4x4 with 8 foot long, Wide Bed, Pick-up Truck	MEETS MINIMUM SPECIFICATIONS YES NO	
Exterior: White	Y	
Interior: Light Color Vinyl Covered Split Bench Seat	Y	
Power Features: Door Locks	Y	
Windows	Y	
Mirrors	Y	
Steering	Y	
Snow Plow Front Suspension	Y	
Tilt Steering Wheel	Y	
2 Door Regular Cab	Y	
Cruise Control	Y	
AM / FM Clock (CD) Radio	Y	
8 Cylinder Gas Engine	Y	
Four Wheel Drive	Y	
Locking Rear Differential (or equal)	Y	
Trailer Towing Package with Receiver Hitch to include Engine and Transmission Oil Coolers, Brake Controller, etc. (Factory installed) 8800 GVW	Y	
Skid Plate Package (Factory installed)	Y	
All Terrain or On/Off Road Tires	Y	
Automatic Transmission	Y	
Air Conditioning	Y	
Tinted Glass-Factory Solar Tint	Y	
8 Foot Bed Length	Y	
SUB - TOTAL AMOUNT	\$22,190.	
OTHER COSTS	\$ -0-	
SALES TAX	\$ 1986.44	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$24,176.44	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ

Date of Delivery: 12-12-2013 (Note: Delivery Date may be a factor in informal bid award)



**INFORMAL BID REQUEST #0325IBR013**  
**NEW ¾ Ton, Full Size, Regular Cab, 4x4 with 8 foot long, Wide Bed, Pick-up Truck**

**PROPOSAL SIGNATURE**

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications and any amendments contained in this Bid Request document.

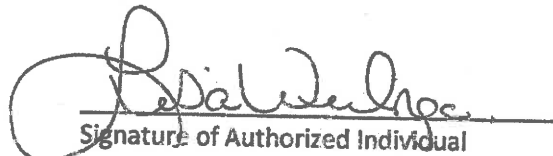
PRICE BEING QUOTED: \$ 24,176.44

CONTRACT NO.: 0325IBR013

This offer certifies that the bid proposal is genuine and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the vendor submitting the proposal has not revealed the contents of the proposal to, or any way colluded with, any other vendor which may compete for the contract; and that no other vendor which may compete for the contract revealed the contents of a proposal to, or in any way colluded with, the vendor submitting this proposal.

**Vendor Submitting Proposal:**

McSpadden Ford Inc  
Company Name

  
Signature of Authorized Individual

750 N Broad.  
Address

LISA Wielenge  
Print Name

Globe AZ 85501  
City State Zip

General Sales Manager.  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

For clarification of this offer, contact: Name: Roger Wielenge Phone #: 425-3157

The offer is hereby accepted:

The Vendor is now bound to provide the material or service listed in IBR No.: 0325IBR013, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Deputy Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

CNGP530

## VEHICLE ORDER CONFIRMATION

03/28/13 14:15:16

==&gt;

Dealer: F71480

2013 F-SERIES SD

Page: 1 of 2

Order No: 9999 Priority: E2 Ord FIN: QA521 Order Type: 5B Price Level: 335

Ord PEP: 600A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

F2B	F250 4X4 SD R/C \$32385		JOB #1 BUILD	
	137" WHEELBASE		10000# GVWR PKG	
Z1	OXFORD WHITE		41P SKID PLATES	100
A	VNYL 40/20/40		473 SNOW PLOW PKG	85
S	STEEL		SPARE TIRE/WHL5	NC
600A	PREF EQUIP PKG		525 CRUISE CONTROL	235
	.XL TRIM		12.5K TRLR HTCH	NC
	.TRAILER TOW PKG		TELE TT MIR-PWR	
572	.AIR CONDITIONER	NC		
	.AM/FM STER/CLK		TOTAL BASE AND OPTIONS	35210
996	.6.2L EFI V8 ENG	NC	TOTAL	35210
44P	6-SPD AUTOMATIC	NC	*THIS IS NOT AN INVOICE*	
TBM	LT245 BSW AT 17	125		
X3E	3.73 ELOCKING	390	* MORE ORDER INFO NEXT PAGE *	
90L	PWR EQUIP GROUP	895		
F1=Help		F2=Return to Order	F8=Next	
F4=Submit		F5=Add to Library	F3/F12=Veh Ord Menu	

S006 - MORE DATA IS AVAILABLE.

QC20389

CNGP530

VEHICLE ORDER CONFIRMATION

03/28/13 14:15:46

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Dealer: F71480

2013 F-SERIES SD

Page: 2 of 2

Order No: 9999 Priority: E2 Ord FIN: QA521 Order Type: 5B Price Level: 335  
Ord PEP: 600A Cust/Flt Name: GILA CO PO Number:

RETAIL

RETAIL

JACK

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 995

TOTAL BASE AND OPTIONS 35210

TOTAL 35210

\*THIS IS NOT AN INVOICE\*

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20389

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 032813**  
**URRD EMERGENCY REPAIR/REPLACE**

**THIS AGREEMENT**, made and entered into this 09th day of April, **2013**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mundy Company Plumbing, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Community Services-Housing Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: The Contractor will provide labor and materials, as needed for emergency repairs to sewer and water utilities, when requested by Community Services-Housing.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.



- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.



**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a not to exceed amount of **\$3,500.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 032813 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 4/9/13

**MUNDY COMPANY PLUMBING, INC.**

  
Signature

Michael R. Mundy  
Print Name

**ATTACHMENT "A"**

**Mundy Company Plumbing, Inc.**

PO Box 244 Globe AZ 85502  
928-961-3410 / 928-425-2468  
dixiemundy@cableone.ent

**Bonded  
Insured  
Licensed  
ROC 259567**

March 28, 2013

Gila County Finance  
1400 East Ash Street  
Globe AZ 85501

To Whom It May Concern:

As per your request the plumber labor rate for Mundy Company Plumbing, Inc. is \$55.00 per hour. Contact information is:

Mundy Company Plumbing, Inc.  
PO Box 244  
Globe AZ 85502  
928-425-2468 (office)  
928-961-3410 (work cell)  
dixiemundy@cableone.net

If you require additional information please contact me at your earliest convenience. Thank you for this opportunity.

Mundy Company Plumbing, Inc.

Michael R. Mundy, President

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcelli, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 032613-1**  
**TEST, INSPECT AND MONITOR VARIOUS ALARM SYSTEMS**  
**FOR NORTHERN GILA COUNTY**

**THIS AGREEMENT**, made and entered into this 09<sup>th</sup> day of APRIL, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Aztec Alarms, Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for the testing, inspection and monitoring of various alarm system for Northern Gila County, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Gila County Public Works Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

*All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501 or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.



**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14-- TERM:** The term of the Contract shall commence upon award and continue in full force and effect for a period of one calendar year, unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a "not to exceed amount" of \$3,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.


IN WITNESS WHEREOF, Service Agreement No. 032613-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
Don E. McDaniel Jr., County Manager

Date: 4/9/13

AZTEC ALARMS, INC.

  
Signature

Devin LaBarte  
Print Name



ATTACHMENT "A"



PO Box 302 ♦ Payson ♦ AZ 85547 ♦ 928-472-7767 ♦ Fax 928-474-4664  
License #269881 ♦ License #263135

---

**PROPOSAL**

GILA COUNTY SERVICE  
ATTN.DANA SGROI

I PROPOSE TO SUPPLY ALL LABOR NECESSARY TO COMPLETE THE TEST  
AND INSPECTIONS AND MONITORING OF SYSTEMS SPECIFIED BELOW.

- ❖ N.GILA PUBLIC WORKS BUILDING 610 E. HWY.260 THERE WILL BE  
THE MONITORING OF THE BURGLAR ALARM AND THE FIRE  
SPRINKLER MONITORING SYSTEM , ANNUAL TEST AND INSPECTION
- ❖ N. GILA COUNTY MAINTANCE YARD , TIMBER RIDGE DIST.THERE  
WILL BE ANNUAL FIRE ALARM INSPECTION AND TEST
- ❖ N GILA COUNTY JAIL PAYSON ANNUAL FIRE ALARM INSPECTION
- ❖ N GILA COUNTY TASK FORCE PAYSON OFFICE 600 S. GREENVILLE  
PKY. ALARM MONITORING
- ❖ GILA COUNTY LANDFILL BUCKHEAD MESA ALARM MONITORING

I PROPOSE TO DO THE ABOVE SERVICE FOR A NOT TO EXCEED PRICE OF  
\$3000.00 PER YEAR

THANK YOU FOR YOUR BUSINESS

DENIS LABONTE'  
AZTECALARMS

Note: Proposal prices good for 30 days. Exceptions to be made by the owner.

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director  
Phone (928) 425-3231 Ext. 8743  
Fax: (928) 425-7056

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 040813-2**  
**MAJOR REHABILITATION PROJECT NO. HH#308-11-08**

**THIS AGREEMENT**, made and entered into this 09th day of April, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Constructions, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Major Rehabilitation Project No. HH#308-11-08, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Major Rehabilitation guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A".

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such

contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been

provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expires June 30, 2013.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 040813-2 is for a total flat fee of \$30,374.02 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.


The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, three (3) identical counterparts of Service Agreement No. 040813-2, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 09th day of April, 2013.

GILA COUNTY:

  
Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.

  
Art Rodriguez

  
Print Name



David Fletcher  
DirectorJudy Smith  
Divisional Program Manager  
for Community ServicesJendean Serrano  
Deputy DirectorCarolyn Haro  
Divisional Program Manager  
for Health**GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES**

Location: 5515 South Apache Ave., Globe, AZ 85301

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Housing Services  
HOUSING REHABILITATION PROGRAM  
**BID RESULTS FORM**

Walk Thru Date: 3-27-2013  
 Name: Carissa Herrera  
 Address: 140 N. 5th St. Globe AZ 85501

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501, and opened on: 4-4-2013, at 10:00 ☒ am ☐ pm.  
 (Date)

**NAME OF BIDDER:****BID AMOUNT:**

<u>Martian Retreat</u>	\$ <u>32,500.00</u>
<u>Rodriguez Const</u>	\$ <u>30,374.02</u>
<u>Point Const</u>	\$ <u>32,542.09</u>
_____	\$ _____
_____	\$ _____

Person opening bids: Nobilio E. EspinoWitness: Joan Egan

Carissa Herrera  
 Owner \_\_\_\_\_ Date \_\_\_\_\_

ARH 4-9-13  
 Owner \_\_\_\_\_ Date \_\_\_\_\_

Bio-Terrorism Prevention

Community Action

Environmental Health

GEST

Housing Rehabilitation

Nursing Services

Nutrition Services

Public Fiduciary

Rabies Control

REPAC

Section 8 Housing

Weatherization Program

Workforce Investment Act

Tobacco Free Environment

Reasonable accommodations for persons with disabilities may be requested.  
 Countywide TTY (928) 425-0839



**Gila County Housing Services**  
 5515 S. Apache Ave.  
 P.O. Box 1254  
 Globe Az. 85502  
 (928)425 - 7631



## RESPEC Work Summary

Case Number: 308-11-08

BID TOTAL \$: 30,374.02

## Property Information:

140 N. 5th St.  
 Globe AZ 85501

Jurisdiction: City of Globe

Target Area: General Area

Census: 3

Owner:

Carissa Herrera

140 N. 5th St.

Globe AZ 85501

Phone:

Mobile: (928)200-4594

## BID OPENING DATE

## CONTRACTOR INFORMATION

Name: Rodriguez Constructions, Inc.Address: P.O. Box 13Miami, AZ 85539Voice: 928-425-7244Fax: 928-425-5337email: info@rodriguez-az.comContractor Signature: Date: 4-3-13

## Main Structure

Unit Info:

Single Family

Owner

Herrera Carissa

140 N. 5th Street Globe

Phone: (928)200-4594 Work Phone:

## RESPEC Estimate Report

Q # 308-11-08

## Interior | Main Structure | Single Family | House | General Requirements

1 000000000 0 NA 0 \$

## Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2 000000001 0 NA 0 \$

## Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 000000002 0 ea 0 \$

## Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

4 000000003 0 1 0 \$

## ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et al.

## Interior | Main Structure | Single Family | House | Mechanical

5 0180030031 0 0 \$ 750.00

## Remove 3 old Wall heaters and flue's 2 electric

Remove all three old wall heaters completely seal wall cabinet after removing gas line and flue include roof cap replacement the singles to match existing after patching the sheathing, remove the t-stat and repair the damaged drywall tape texturer prime and paint to match exiting room.

Remove 2 electric wall heaters 1 in each of the bathrooms, Repair damaged drywall, tape, texture, prime and paint to match the existing walls.

6 0180040041 0 0 \$ 450.00

## Remove old cooler.

Remove the side mounted evaporative cooler and duct work, electrical and water line to side draft cooler patch the exterior wall to match existing, Insulate and install fire break as needed. Also remove

7 0180100010 0 0 \$ 750.00

## Remove roof mounted cooler

Remove the roof mounted evaporative cooler, roof jack, electrical, water and ductwork which includes

## RESPEC Estimate Report

Q # 308-11-08

which are to be patched, taped, textured and painted to match existing. Patch sheathing and shingles to

8	0120010004	0 NO	0	\$ 9,000.00
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Install Furnace System Complete w/Ductwork etc.

Install new Dual fuel furnace 8.3 HSPF heat pump with a 14 seer a/c unit as specified including clean out, ductwork, thermostat, registers, flue liner and main disconnect to code. (Flue liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE, ENERGY STAR rated furnace and thermostat as specified including, ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. This item will be considered incomplete and not paid without sizing specifications.

2) install and vent the unit per manufacturer's instructions (PMI)

3) electrical supply must be a dedicated circuit with a switch at the unit.

4) unit must have a minimum 30 inch front clearance, when installed.

5) check the gas input to the unit

6) check the temp. rise and match to the unit (PMI)

7) recheck for gas leaks

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency. Use a reduced plenum system if possible.

size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.

1) all joints in return air and supply ducts must be sealed

2) install common sized filter chamber with a cover

3) leave home owner with a case of filters

4) test system to make sure meets wap requirements document findings and submit to agency.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

## Interior | Main Structure | Single Family | House | Floor

9	0010140014	0	0	\$ 400.00
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Repair floor in bedroom 2

Eliminate the access door using the existing hardwood flooring to the basement from the closet in

## Interior | Main Structure | Single Family | House | Fascia

10	0010060006	0 L.F.	0	\$ 1650.00
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Replace Fascia

Remove and dispose of all existing fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing. On rear porch.

## Interior | Main Structure | Single Family | House | Insulation

11	0060010006	0 S.F.	0	\$ 1500.00
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Blown Fiberglass, Open Attic - ( R38 )

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging which is to be stabled inside the attic with insulation rulers placed through out attic as well. Material shall meet and conform to ASTM C764-84.

12	0060010011	0 S.F.	0	\$ 1500.00
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Fiberglass Insulation, Floor - (R38) Batt/Blk

## RESPEC Estimate Report

Q #: 308-11-08

Insulation shall be installed with vapor barrier facing conditioned area; insulation shall completely fill area between joists or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C865-86 or subsequently amended.

13	008000	0	0	\$ 1,200.00
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**Patch Holes**

Patch all holes in seal plates top and bottom 2 part foam may be used in this area.

Note in hallway closed we need to install a fire break in the walls around the attic opening and insulate

**Interior | Main Structure | Single Family | House | Windows**

14	0010100023	0 NO.	0	\$ 3600.00
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**Replace Prime & Frame With Vinyl Thermopane**

Remove all 12 of the existing windows and metal frames. Install/fabricate new framed opening. Install a new solid vinyl double paned low E replacement windows made to fit opening. Make all necessary wall repairs and trim. Include all hardware and screen. Finish moulding to owner's preference. Include drip cap.

Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

**Interior | Main Structure | Single Family | House | Doors**

15	0010090015	0 NO	0	\$ 240.00
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**Install Keyed alike Locksets**

Provide and install keyed alike hardware for all three exterior doors include all dead bolts necessary to match lockset with 2-3/4" backset. Kwikset or approved equal.

16	0010090006	0	0	\$ 600.00
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**Install Prehung Exterior Door**

Provide and install factory hung 1-3/4" metal clad/foam core door, (Pcase, Thermatru, Stanley or approved equal), complete with keyed lockset and trim both sides, dead bolt, vinyl bubble weatherstripping, and aluminum threshold. Make all necessary wall repairs and finish system to owner's preference. Lower exterior door to basement.

17	0010090035	0	0	\$ 600.00
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**Replce basement wood door.**

Remove the plywood door and replace with new comparable exterior door. Replace the door Jam at

**Interior | Main Structure | Single Family | House | Water Heater**

18	0130060002	0 NO	0	\$ 1,400.00
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**Replace Hot Water Heater**

Remove and dispose of old unit and install new 40 gallon energy-efficient unit to code.

- 1) Include new shut off valve.
- 2) install with new water flex lines.
- 3) install a drain line from the pop-off valve to exterior, then horizontally in sight
- 4) install to include dielectric unions
- 5) install a new gas flex line.
- 6) install new gas valve.
- 7) Repair flue to meet wap draft standards and code.

## RESPEC Estimate Report

Q #: 308-11-08

**Interior | Main Structure | Single Family | House | Weatherization**19 0060140014 0 0 \$ 400.00**Caulk House Complete**

Caulk all areas needed to prevent air infiltration of entire interior of house

**Interior | Main Structure | Single Family | House | Painting**20 0100020001 0 SF 0 \$ 2,450.00**Paint House Complete exterior**

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting.

Lead Paint was found on two pieces of GREY TRIM one is Wall Corner Trim A side, and the second is exterior C side Grey trim. we need to use paint film stabilization prior to painting! A total of 31 feet with both trims needed to be performed in this method.

21 0100010018 0 SF 0 \$ 500.00**Prepare Walls and Paint Front Bathroom**

Prepare and patch walls, ceiling, windows, doors and all trim for painting. Paint (and prime if required) entire room to a uniform consistency with a minimum of two coats of quality paint in accordance with manufacturer's recommendations. Completed walls to be smooth and free of defects. Remove any wallpaper and patch all holes, nicks, etc. Drywall veneer over existing wall if required for smooth finish front bathroom area.

**Interior | Main Structure | Single Family | House | Countertops**22 0130040008 0 NO 0 \$ 600.00**Replace Vanity w/Sink**

Remove old vanity w/sink of the same size replace with new to code.

Install new vanity w/ double sink to code complete. (counter top, and back splash laminate, Customer is to have a choice in style and color)

Include trap, faucets, shut off valve, pop-up drain, caulk, etc. Faucet must be of water conserving type with max. flow rate of 2.2 GPM at 60 psi.

**Interior | Main Structure | Single Family | House | Plumbing Repairs**23 0130050002 0 NO 0 \$ 800.00**Replace Tub Surround**

Remove old material repair wall and replace with fiberglass surround, Owens Corning or equal. (Marble is not an acceptable material for this line item.) Due to lead in tile.

Total for: House \$ 22,940.00Total for: Interior \$ 5,650.00Job Total Cost: \$ 28,590 + 6.24% tax - 1784.02Total - \$30,374.02

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

FAX (928) 425-0319  
TTY: 7-1-1

**SERVICE AGREEMENT NO. 041513**

**DESIGN AND INSTALL TWO GAS LINES FOR RADIANT HEAT AT POLE BARN**

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of April, 2013, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Earthquest Plumbing, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Engineer.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities and Land Management Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Refer to attached Attachment "A", by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A", by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.



**ARTICLE 3 – INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent Contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 12 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 13– TERM:** Contract shall be effective date signed by the County Manager and expires sixty days later.

**ARTICLE 14 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$1,234.00 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

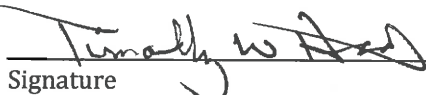
***IN WITNESS WHEREOF, Service Agreement No. 041513 has been duly executed by the parties hereinabove named, on the date and year first above written.***

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 4/17/13

**EARTHQUEST PLUMBING, INC.**

  
Signature

Timothy W. Haas  
Print Name

REQUEST FOR QUOTE  
GILA COUNTY



JOB/PROJECT DESCRIPTION

Project consists of design and installation of gas lines for Gila County's Pole Barn.

Location: Gila County Pole Barn  
1001 W. Besich Boulevard  
Globe, AZ 85501

Scope of Work and Specifications:

- Design and install gas line for two (2) radiant heaters for the Pole Barn behind Roads/Auto Shop.

Please contact David Horn with Facilities at 928-200-1641 to schedule the mandatory walk-through and for any technical questions. Each contractor shall provide all labor and materials to complete the above Scope of Work.

Contractor Name: EarthQuest Plumbing  
Contractor Address: P.O. Box 539 Globe, Az. 85502  
Contractor Phone #: 928-812-0112 Email Address: earthquest07@gmail.com

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST	\$ <u>760<sup>00</sup></u>	(TAXES INCLUDED)
MATERIAL COST	\$ <u>474<sup>00</sup></u>	(TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

Contractor's Signature: 

QUOTE DUE DATE: Please email or fax quote by, Friday, April 12, 2013 to,  
Jeannie Sgroi, [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us), fax 928-425-7056

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539

Globe, AZ 85501

**Estimate**

Date	Estimate #
4/9/2013	219

Name / Address
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

			Project
Description	Qty	Cost	Total
GILA COUNTY POLE BARN 1001 W. BESICH BOULEVARD GLOBE, AZ. 85501			
Plumber labor- Design and install gas line for two radiant heaters located in ceiling of building, behind road/auto shop. Based off of the BTU's stated, 1" B.I. pipe to be installed, to first unit. From first unit to second unit, 3/4" B.I. pipe to be installed. All piping to be strapped/braced to current code.	8	50.00	400.00
A scissor lift will be utilized to access and install piping.			
laborer- s/a/a	8	45.00	360.00
B.I. pipe, fittings, unistrut, clamps.	1	250.00	250.00
scissor lift	1	200.00	200.00
<b>Subtotal</b>			\$1,210.00
<b>Sales Tax (9.6%)</b>			\$24.00
<b>Total</b>			\$1,234.00

**Tommie C. Martin, District I Supervisor**  
610 E. Highway 260, Payson, AZ 85541  
(928) 474-2029 Ext. 7100

**Michael M. Pastor, District II Supervisor**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III Supervisor**  
1400 E. Ash St., Globe, AZ 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager,**  
1400 E. Ash St., Globe, AZ 85501  
Phone (928) 425-3231 Ext. 8761

**Joseph T. Heatherly, Finance Director**  
1400 E. Ash St., Globe, AZ 85501  
(928) 425-3231 Ext. 8743

FAX ((28)425-8104  
TTY: 7-1-1

**PROFESSIONAL SERVICES CONTRACT  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MICHAEL R. DURHAM, M.D.**

**AMENDMENT NO. 1**

Effective July 01, 2012, Gila County and Michael Durham, M.D., entered into a contract whereby Dr. Durham would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract expires June 30, 2013. Per page 3, Article II, of the contract, the parties may agree to renew the contract for as many as three (3) additional one (1) year periods.

Amendment No. 1 will allow the contract term to be extended one (1) year from July 01, 2013, to June 30, 2014.

Additionally, Amendment No. 1 will increase the contract amount by Two thousand dollars (\$2,000.00). Dr. Durham will continue to bill per the scope of services of Professional Services Agreement No. 072612, but in no event shall charges for the July 01, 2013 to June 30, 2014 extension exceed Five Thousand dollars (\$5,000.00) without prior written agreement of the County.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 17<sup>th</sup> day of APRIL, 2013.

**GILA COUNTY :  
GILA COUNTY MANAGER**

  
Don E. McDaniel Jr.

**CONTRACTOR:  
MICHAEL DURHAM, M.D.**

  
Michael Durham, M.D.



Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext.8761

1400 E. Ash Street  
Globe, AZ 85501

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### SERVICE AGREEMENT NO. 040313

### WIC HIGH RISK COUNSELING-REGISTERED DIETICIAN

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of April, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mary McMullen, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below, in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Health and Emergency Services Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

#### Scope of Work:

- Provide high risk counseling to Gila County WIC participants and other supervisory tasks as needed;
- Work in the Payson and Globe WIC clinic areas;
- Total training will consist of a minimum of seven (7) days out of town, per year;
- Training reimbursement will be mileage and per diem per Gila County policy and rates;
- Mentor WIC community health workers

**Contractor Fee's:** Contractor is to be paid an hourly rate of twenty-five (\$25.00) dollars per hour. It is expressly understood, by all parties, that this contract, shall be terminated should Gila County Department of Health and Emergency Services hire a full time Dietician. Service Agreement No. 040313 is hereby issued in the "not to exceed" amount of \$23,500.00.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000



- a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes,

rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The term of the agreement shall commence on April 01, 2013, and continue in full force and effect through September 30, 2013, unless terminated, canceled or extended as otherwise provided herein. It is expressly understood, by all parties, that this contract, shall be terminated should Gila County Department of Health and Emergency Services hire a full time Dietician.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a not to exceed amount of \$ 23,500.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

*IN WITNESS WHEREOF, Service Agreement No. 040313 has been duly executed by the parties hereinabove named, on the date and year first above written.*

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

Date: 4/12/13

**MARY MCMULLEN**

  
\_\_\_\_\_  
Signature

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 040813**  
**WEATHERIZATION PROJECT NO. HH#2851**

**THIS AGREEMENT**, made and entered into this 17th day of APRIL, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#2851, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.



**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.



- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$4,219.60 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

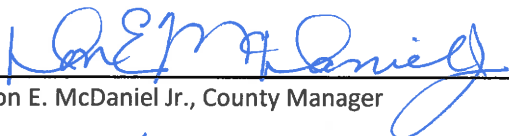
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.



**IN WITNESS WHEREOF**, Service Agreement No. 040813 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 4/17/13

**MOUNTAIN RETREAT BUILDERS**

  
Signature  
  
Print Name



# GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services  
Weatherization Program

## BID RESULTS FORM

Quote Request Date: 3-24-13 Job Number: #14 2851

Name: Rose Ybarra

Address: 6441 Russel Globe Az 85501

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 1204 ☐ am ☒ pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Noble Building</u>		\$ <u>No bid</u>
<u>Rodriguez Construction</u>		\$ <u>No bid</u>
<u>Mountain Retreat</u>		\$ <u>4,219.60</u>
		\$ _____
		\$ _____
		\$ _____

Person opening bids: Michelle Stutge

Witness: Isidoro E. Echeverria

Bidder Selected: Mountain Retreat

Supervisor Sign-off: [Signature]

Date: 3/26/13

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program

# Estimate

## Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.  
Globe AZ 85502  
Phone 928-606-4674

**TO:**

Gila County Community Services Division  
Weatherization Program  
5515 S. Apache Ave. Suite #200  
Globe, AZ 85501  
928-425-7631

**FOR: HH#2851**

Item	DESCRIPTION	AMOUNT
1	Infiltration reduction by 780cfm	\$550.00
2	Insulation installed in attic to meet code of r-38 (currently r-0) (creating attic access and installation of insulation)	\$1,350.00
3	Wall Insulation <u>Contractor opts out.</u>	\$0.00
4	Lc/Nc measures installed <u>as needed</u> . Cfl light bulbs, weather stripping, furnace filters, etc...	\$250.00
5	Reducing the duct leakage by 400cfm (currently 1749cfm)	\$1,700.00
6	Heat pump water heater <u>Contractor opts out.</u>	\$0.00
7	Refrigerator replacement <u>Contractor opts out.</u>	\$0.00
8	Install low-e storm windows <u>Contractor opts out.</u>	\$0.00
Sub Total		\$3,850.00
TAX (9.6%)		\$369.60
TOTAL		\$4,219.60

## Scope of Work

### Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.  
Globe AZ 85502  
Phone 928-606-4674

TO:  
Gila County Community Services Division  
Weatherization Program  
5515 S. Apache Ave. Suite #200  
Globe, AZ 85501  
928-425-7631

FOR: HH# 2851

Item #	DESCRIPTION
1	Infiltration reduction by 780cfm
2	Insulation Installed in attic to meet code of r-38 (currently r-0) (creating attic access and installation of Insulation)
3	Wall Insulation <u>Contractor opts out.</u>
4	Lc/Nc measures installed as needed. CFL light bulbs, weather stripping, furnace filters, etc...
5	Reducing the duct leakage by 400cfm (currently 1749cfm)
6	Heat pump water heater <u>Contractor opts out.</u>
7	Refrigerator replacement <u>Contractor opts out.</u>
8	Install low-e storm windows <u>Contractor opts out.</u>

**Tommie C. Martin, District I**  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext. 8761

**Joseph T. Heatherly, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 040813-1**  
**WEATHERIZATION PROJECT NO. HH#9274**

**THIS AGREEMENT**, made and entered into this 17th day of April, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9274, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.



**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$11,524.44 for completion of the projects as outlined in the Scope of Services.



All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.


**IN WITNESS WHEREOF**, Service Agreement No. 040813-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 4/17/13

**MOUNTAIN RETREAT BUILDERS**

  
\_\_\_\_\_  
Signature

John O'Donetto  
\_\_\_\_\_  
Print Name

# Estimate

## Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.  
Globe AZ 85502  
Phone 928-606-4674

TO:  
Gila County Community Services Division  
Weatherization Program  
5515 S. Apache Ave. Suite #200  
Globe, AZ 85501  
928-425-7631

FOR: HH# 9274

Item	DESCRIPTION	AMOUNT
1	Health and Safety: Wooden ramp in back yard removed Fix fascia in back yard Fix code violations to the water heater: T&P, Gas valve and flex, and ventilations issues. Exhaust fan installation	\$400.00
2	Install r-23 blown in the attic to meet code. (R-15 blown existing)	\$700.00
3	Replace furnace and the evaporative cooler with a 2.5 ton 70kbtuh gas pack on the roof	\$3750.00
4	Reducing Infiltration by 50% (currently 7432cfm)	\$2590.00
5	Reducing duct leakage by 90% (currently 1000cfm)	\$2825.00
6	Low cost / No Cost will be addressed, Cfl light bulbs, faucet aerator, low volume shower head, etc...	\$250.00
Sub Total		\$10,515.00
TAX (9.6%)		\$1009.44
TOTAL		\$11524.44

## Scope of Work

### Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.  
Globe AZ 85502  
Phone 928-606-4674

TO:  
Gila County Community Services Division  
Weatherization Program  
5515 S. Apache Ave. Suite #200  
Globe, AZ 85501  
928-425-7631

FOR: HH# 9274

Item #	DESCRIPTION
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2	Install r-23 blown in the attic to meet code. (R-15 blown existing)
3	Replace furnace and the evaporative cooler with a 2.5 ton 70kbuth gas pack on the roof
4	Reducing infiltration by 50% (currently 7432cfm)
5	Reducing duct leakage by 90% (currently 1000cfm)
6	Low cost / No Cost will be addressed, Cfl light bulbs, faucet aerator, low volume shower head, etc...





### **AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

## **CONTRACT 041712 HEARING TEST MACHINE MAINTNANCE AND REPAIR**

### **MSR WEST, INC.**

Effective May 02, 2012, Gila County and MSR West, Inc. entered into a contract whereby MSR West, Inc. agreed to provide Maintenance and Repair on the two otoacoustic emission hearing test machines for the Gila County Health Department. Per Article 14 - Term of the contract, this period may be renewed by Gila County, for two (2) additional one (1) year periods.

The contract expires May 01, 2013. Per page 4, Article 14 - Term, of the contract, the County shall have the right, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from May 02, 2013, to May 01, 2014.

Contractor will continue to bill for services pursuant to Article 1 - Contractor Fees of the original contract, but in no event shall charges for the May 02, 2013 to May 01, 2014 extension exceed \$1,000.00 without prior written agreement of the County.

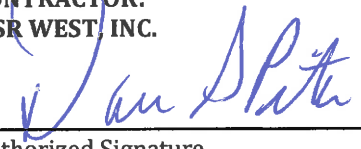
All other terms and conditions of the original agreement shall remain in full force and effect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 17TH day of APRIL, 2013.

**GILA COUNTY:**

  
Don E. McDaniel, Jr. County Manager

**CONTRACTOR:  
MSR WEST, INC.**

  
Authorized Signature

DANNA PITA  
Print Name